

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

UNITED STATES OF AMERICA	*	CRIMINAL NO.
v.	*	SECTION:
HARRY JOSEPH LABICHE, JR.	*	

* * *

FACTUAL BASIS

Should this matter have gone to trial, the government would have proven, through the introduction of competent testimony and admissible, tangible exhibits, the following facts, beyond a reasonable doubt, to support the allegations in the Bill of Information now pending against the defendant:

The defendant, **HARRY JOSEPH LABICHE** (“**LABICHE**”) has agreed to plead guilty as charged to the one-count Bill of Information charging him with violating Title 18, United States Code, Section 371 by conspiring to violate Title 18, United States Code, Sections 666(a)(1)(B) and (a)(2) as follows:

(1) by a person who was an agent of the State of Louisiana, by corruptly soliciting, demanding, accepting and agreeing to accept anything of value from any person, intending to be influenced and rewarded in connection with business, transaction and a series of transactions of the

State of Louisiana involving anything of value of \$5,000 or more, namely the highway construction project on Interstate 10 in Jefferson Parish, Louisiana, and the approving or recommending the approval of invoices for pipe cleaning work allegedly performed on that project; and

(2) by corruptly giving, offering, and agreeing to give anything of value to any person, with the intent to influence and reward an agent of the State of Louisiana in connection with business, transactions and a series of transactions of the State of Louisiana involving anything of value of \$5,000 or more, namely, the highway construction project on Interstate 10 in Jefferson Parish, Louisiana, referred to above, and the approving or recommending the approval of invoices for pipe cleaning work performed on that project.

all in violation of Title 18, United States Code, Section 371.

An agent from the Federal Bureau of Investigation ("FBI") would testify that the State of Louisiana received federal financial assistance and benefits in excess of \$10,000 during the one-year period preceding September 30, 2008 and that the Department of Transportation and Development (DOTD) is an agency of the State of Louisiana. A representative of Boh Brothers Construction Company ("Boh Brothers") would testify that Boh Brothers was the prime contractor on a \$72 million project for construction and improvement of Interstate 10 in Jefferson Parish, Louisiana, 90% of which was financed by the U.S. government ("The I-10 Project"). The contract was being overseen by the DOTD.

LABICHE had been a plumbing contractor for approximately fifty years and operated **LABICHE Plumbing Inc.** He had performed work for Boh Brothers for approximately twenty years. Primarily he had signed off on plumbing projects which had been completed by Boh Brothers employees where the signature of a master plumber was required.

LABICHE was acquainted with many employees in the Boh Brothers pipe department, including **ALBERT F. ANDRE, JR AKA BUDDY ANDRE**. On August 4, 2006, **LABICHE** was called by **ANDRE** and was asked to clean drains along the work area of The I-10 Project over the weekend of August 5, 2006. Three employees of **LABICHE**'s plumbing company met **BENTLEY** that weekend and **BENTLEY** informed them about what work needed to be completed. Prior to the time **LABICHE** submitted his bill to Boh Brothers, **ANDRE** called him and told him how to prepare his bill and how much to invoice. On the weekend of August 5, 2006, **LABICHE**'s crew had cleaned out catch-basins by hand, but did not clean any pipes. **ANDRE** instructed **LABICHE** to bill for cleaning a certain length of pipe, none of which had, in fact, been cleaned. **LABICHE** billed Boh Brothers the sum of \$ \$72,325 for the work performed over the weekend of August 5, 2006. At most, the value of the work actually performed by **LABICHE**'s employees that weekend was \$28,837.

On November 1, 2006, Boh Brothers paid **LABICHE**'s bill in full for work on the weekend of August 5, 2006. **LABICHE** took the money from his company as a loan on capital investment and met with **ANDRE**, where he paid **ANDRE** a portion of the amount he had taken out of his company.

LABICHE subsequently submitted additional invoices for pipe cleaning associated with The I-10 Project. However, other than the cleaning of catch-basins during the initial assignment on the weekend of August 5, 2006, no actual work cleaning pipe was ever completed by **LABICHE**'s company in connection with The I-10 Project.

The second time that **LABICHE** received a payment from Boh Brothers for his invoices, **LABICHE** met with **ANDRE**, who introduced him to **BENTLEY**. That was the first time

LABICHE had ever met **BENTLEY**. **LABICHE** made a payment to **ANDRE** in cash from the proceeds he had received from Boh Brothers for supposedly cleaning pipe on The I-10 Project.

After that meeting, **BENTLEY** began calling **LABICHE** directly and giving him directions on how to invoice Boh Brothers for pipe cleaning. Despite the fact that neither **LABICHE** nor his employees had actually performed any work, **LABICHE** followed **BENTLEY**'s directions and submitted invoices with the details provided by **BENTLEY**. After receiving payment for the third invoice submitted to Boh Brothers for pipe cleaning on The I-10 Project, **LABICHE** paid a portion of the proceeds to **BENTLEY** by means of a check. **BENTLEY** told **LABICHE** checks were an acceptable method of payment because in the event any questions were raised about the checks, **BENTLEY** could explain them as payments for engineering work **BENTLEY** had performed for **LABICHE**. **BENTLEY** never performed any actual engineering work, or any other service, for **LABICHE**.

At times, **BENTLEY** provided written instructions to **LABICHE** concerning what to bill Boh Brothers for pipe cleaning. Some of these notes contain **LABICHE**'s handwriting as well as **BENTLEY**'s and the notes in **LABICHE**'s handwriting were dictated by **BENTLEY**. **LABICHE** directed some invoices to the attention of **GUY** after he was instructed to do so by **BENTLEY**. The scheme was uncovered after **LABICHE** submitted two invoices to Boh Brothers which were not routed through **GUY** for approval.

After the discovery of the scheme, **LABICHE** paid Boh Brothers the sum of \$100,000, and agreed to pay Boh Brothers an additional \$100,000 within 18 months of January 28, 2009. He agreed to do so because he had submitted invoices to Boh Brothers for work which was not performed and those invoices were paid by Boh Brothers.

The evidence which would have been presented had this matter gone to trial would demonstrate that **LABICHE** conspired with **BENTLEY**, **ANDRE** and **GUY**, and others known and unknown to the U.S. Attorney to give, offer and agree to give anything of value to **BENTLEY**, an agent of the State of Louisiana, with intent to influence and reward **BENTLEY** in connection with a series of transactions of the DOTD, an agency of the State of Louisiana involving a thing of value of over \$5,000.

In total, **LABICHE** billed Boh Brothers the sum of \$323,422.55 for pipe cleaning on The I-10 Project, and Boh Brothers paid \$228,337.00 to **LABICHE**'s plumbing company. **LABICHE** paid **BENTLEY** the sum of \$106,330, and paid **ANDRE** the sum of \$28,627 by checks, plus additional payments of cash totalling \$5,000.

Bank records would be offered in evidence to show the financial transactions described above which involved checks.

EILEEN GLEASON
Assistant United States Attorney
LA Bar Roll No. 11976

Date

PROVINO MOSCA
Attorney for Defendant, Harry Joseph Labiche, Jr.

Date

HARRY JOSEPH LABICHE, JR.
Defendant

Date